
**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

Civil Revision No. 5810 of 2005

Date of decision: 21.12.2007

Smt. Gujri alias Bimla

...

Petitioner

Versus

Lillu alias Mohan Lal

...Respondent

CORAM: HON'BLE MR. JUSTICE RAJESH BINDAL

Present: Mr. D.S.Marwaha, Advocate for the petitioner.

RAJESH BINDAL, J.

The tenant has filed present petition against concurrent findings of fact by both the Courts below whereby her eviction has been ordered from the premises in dispute on account of non payment of rent and personal necessity of the respondent/landlord.

Respondent filed ejectment petition claiming himself to be owner and landlord of house No. 2676, Dadu Majra Colony, Sector 38 (West), Chandigarh. The rented out premises consisted of one room, kitchen, bath room and open space on the ground floor. Monthly rent was fixed at Rs. 350/- per month excluding electricity and water charges. The premises was rented out in February, 1993. It was claimed in the petition that since June 1, 1993, the petitioner/tenant had not paid the rent and further that the premises in dispute is required by the respondent/landlord for his own use and occupation as his family consists of wife, 6 sons and one daughter and the accommodation in his possession was insufficient. The claim set up by the petitioner was that infact she was not in possession of the premises in dispute as tenant but as owner thereof as the same was agreed to be sold to her by Chuni Lal vide oral agreement and infact the possession was also delivered.

Infact because of the contradictory stand taken by the petitioner, one in the reply filed by her to the eviction petition and second in

her oral statement, learned Courts below disbelieved the statement to the effect that she was in possession of the premises not as a tenant but as an owner. In the reply to the eviction petition, stand was that there was a deal for sale of the property between the parties, namely, petitioner and the respondent whereas in her oral statement, she stated that there was an oral agreement to sell between allottee Chuni Lal and her and in view of that she was put in possession of the property. However, allottee Chuni Lal was not produced. Infact it had come on record in the form of judgment and decree of the Court below in a suit filed by Chuni Lal against petitioner whereby he was not held to be owner of the property as it was found that same had already been sold. Once even the petitioner had admitted in the reply that there was an agreement for sale of the house between him and the respondent that means she had admitted that respondent was owner of the property. On account of petitioner not tendering the rent due and also on account of genuine personal necessity of the respondent/landlord, the Rent Controller accepted the petition filed by respondent/landlord and ordered her eviction. Even the learned Appellate Authority also upheld the same. Once it is found that petitioner was tenant in the premisses and she had not been able to point out any material on record to substantiate her claim of purchase of property and further admittedly rent due from her having not been tendered. Further the need of respondent/landlord having been found to be genuine, in my opinion, the Courts below have rightly ordered eviction of petitioner from the premises in dispute. The concurrent finding of fact does not call for interference in the revisional jurisdiction by this Court.

The revision petition is dismissed.

December 21, 2007
Pka

(Rajesh Bindal)
Judge